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# **YOUR GROUP SUPPLEMENTAL TERM LIFE BENEFITS**

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**State of Michigan**

**All Eligible Defined Benefit Retirees**

**Effective May 25, 2009**

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## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward Your completed claim form to:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

## **CLAIM ASSISTANCE**

If You need assistance with filing Your claim or an explanation of how Your claim was paid, contact:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
1-800-283-9591

## **ADDITIONAL INFORMATION**

If any questions or problems arise regarding Your insurance, You may contact the Company at:

1-800-283-9591

When contacting the Company please have Your policy number available. Your policy number is GVTL-ABU1.

## GROUP SUPPLEMENTAL TERM LIFE INSURANCE SUMMARY OF COVERAGE



State of Michigan  
GVTL-ABU1  
Effective: May 25, 2009  
All Eligible Defined Benefit Retirees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of the Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of the Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. You can also visit the State of Michigan Civil Service Commission website for information about the program at: <http://www.michigan.gov/mdcs>. Click on *Employee Benefits* in the left menu bar and then click on *Voluntary Benefits (Retirees)*.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

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BENEFITS	
Guarantee Issue Limit	<p><b>Retirees age 75 and under:</b></p> <p>For You: \$15,000 For Your Spouse: \$15,000 For Your Dependent Child: All Amounts</p> <p><b>Retirees age 76 and over:</b></p> <p>For You: None For Your Spouse: None For Your Dependent Child: All Amounts</p> <p><b>Applies to all:</b></p> <p>Guarantee Issue means the amount of insurance applied for which does not require Evidence of Good Health.</p>

<b>Life Insurance Benefit for You</b>	<p>You can be insured for an amount of life insurance of \$10,000, \$15,000, \$20,000, \$30,000, \$40,000 or \$50,000.</p> <p>Note: In the event of death, the benefit paid will equal the benefit amount less any living benefits previously paid under the Policy.</p>
<b>Life Insurance Benefit For Your Dependent Spouse</b>	Your lawful spouse can be insured for an amount of life insurance of \$5,000, \$7,500, \$10,000, \$15,000, \$20,000 or \$25,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.
<b>Life Insurance Benefit For Your Dependent Child(ren)</b> Birth to 19 years (25 years if a Full-time Student)	<p>Your dependent child can be insured for an amount of life insurance of \$2,000, \$4,000, \$6,000, \$8,000 or \$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.</p> <p>This amount will cover all eligible dependents regardless of number of eligible children.</p>
<b>RETIREE ELIGIBILITY</b>	
<b>Definition of Retiree</b>	<p>Retiree means a former employee of the State of Michigan who:</p> <ul style="list-style-type: none"> <li>• is receiving a defined benefit monthly pension from the State of Michigan;</li> <li>• is a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations; and</li> <li>• is not confined.</li> </ul> <p>A surviving spouse who is collecting a pension on the behalf of a retiree is not eligible.</p>
<b>When a Retiree Becomes Eligible for Coverage</b>	<p>A Retiree who is a Retiree prior to May 25, 2009 will be eligible for insurance under this Policy on May 25, 2009.</p> <p>A Retiree who retires on or after May 25, 2009 becomes eligible for insurance under this Policy on the day of retirement.</p>
<b>When Retiree Insurance Begins</b>	<p><b>Effective Date of Coverage for Retirees retired prior to May 25, 2009</b></p> <p>A Retiree age 75 or less electing an amount of insurance equal to or less than \$15,000 will become insured on May 25, 2009.</p> <p>A Retiree age 75 or less electing an amount of insurance greater than \$15,000 or a Retiree age 76 or greater electing any amount of insurance will become insured on the first day of the month which coincides with or follows the day We approve Evidence of Good Health.</p> <p>If coverage is applied for after the initial enrollment period, the Retiree will become insured on the first day of the month which coincides with or follows the day We approve Evidence of Good Health.</p> <p><b>Effective Date of Coverage for Retirees retired on or after May 25, 2009</b></p> <p>A Retiree age 75 or less electing an amount of insurance equal to or less than \$15,000 will become insured on the first day of the month which coincides with or follows the day the Retiree becomes eligible.</p> <p>A Retiree age 75 or less electing an amount of insurance greater than \$15,000 or a Retiree age 76 or greater electing any amount of insurance will become insured on the first day of the month which coincides with or follows the day We approve Evidence of Good Health.</p> <p>If coverage is applied for after the initial enrollment period, the Retiree will become insured on the first day of the month which coincides with or follows the day We approve Evidence of Good Health.</p>

<b>Changes in the Amount of Your Insurance</b>	<p><b>Decrease in the Amount of Your Insurance</b> Any decrease in the amount of insurance will take effect on the first day of the month which coincides with or follows the day of the decrease. The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.</p> <p><b>Increase in the Amount of Your Insurance</b> Any increase in the amount of Your insurance will take effect on the later of the first day of the month which coincides with or follows the day:</p> <ul style="list-style-type: none"> <li>• of the change; or</li> <li>• the first day of the month which coincides with or follows the day We approve Your Evidence of Good Health, if required by Us.</li> </ul>
<b>Exceptions to Changes in the Amount of Your Insurance</b>	<p><b>Life Event (Family Status Change)</b> Within 60 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 60 days from the date of the Life Event, We will also require Evidence of Good Health. If You are age 75 or under, insurance may increased to a maximum of \$15,000 without Evidence of Good Health. If Your benefit is increased to an amount greater than \$15,000, Evidence of Good Health is required. If You are age 76 or older, insurance may increased with Evidence of Good Health. Any increased insurance amount will take effect on the first day of the month that coincides with or follows the date We approve Your written request.</p> <p><b>Annual Open Enrollment</b> Under this provision, Retirees already enrolled may elect to increase their amount of insurance up to the Guarantee Issue Limit without providing Us Evidence of Good Health during an annual open enrollment. To be eligible for this election, You must be insured for life insurance under this Policy at the time of the request. This election cannot be made more than once a year and is subject to the following conditions:</p> <ul style="list-style-type: none"> <li>• You must submit a written election to Us during the annual open enrollment;</li> <li>• insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of the Certificate.</li> </ul>
<b>When Retiree Insurance Ends</b>	<p>Retiree insurance will end on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date the Policy terminates;</li> <li>• the date You are no longer eligible; or</li> <li>• the last day of the period for which required contributions were made.</li> </ul>

<b>DEPENDENT ELIGIBILITY</b>	
<b>Definition of Dependent</b>	<p>Dependent means, as indicated by evidence acceptable to Us, a person who is:</p> <ul style="list-style-type: none"> <li>• Your lawful spouse;</li> <li>• Your natural born or legally adopted child;</li> <li>• Your stepchild living in Your home; or</li> <li>• any other child who lives with the Retiree in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.</li> </ul> <p>A dependent does not include a child who has attained the Limiting Age defined in the Certificate. A dependent also does not include anyone who is not a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.</p>
<b>Definition of Limiting Age</b>	<p>Limiting Age means a child's 19th birthday or 25th birthday if the child is a Full-Time student.</p>
<b>When Dependent Insurance Begins</b>	<p>You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to Us within 60 days following the day the Dependent becomes eligible.</p> <p>An eligible Dependent will be insured on the latest of the day:</p> <ul style="list-style-type: none"> <li>• You become insured;</li> <li>• You acquire the eligible Dependent; or</li> <li>• You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.</li> </ul> <p>If We do not receive Your request to insure Your Dependents within 60 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health. In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.</p>
<b>Changes in the Amount of Your Dependent's Insurance</b>	<p><b>Decrease in the Amount of Your Dependent's Insurance</b></p> <p>Any decrease in the amount of Dependent insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.</p> <p>The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate.</p> <p><b>Increase in the Amount of Your Dependent's Insurance</b></p> <p>Any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day We approve Evidence of Good Health, if required.</p>

<b>When Insurance for a Dependent Spouse Ends</b>	<p>Your Dependent spouse's coverage under the Policy ends on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date the Policy terminates;</li> <li>• the date of Your death;</li> <li>• the date Your coverage ends;</li> <li>• the date Your Dependent ceases to be eligible;</li> <li>• the date of divorce or annulment; or</li> <li>• the last day of the period for which You made any required contributions.</li> </ul>
<b>When Insurance for a Dependent Child Ends</b>	<p>Your Dependent child's coverage under the Policy ends on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date the Policy terminates;</li> <li>• the date of Your death;</li> <li>• the date Your coverage ends;</li> <li>• the date Your Dependent ceases to be eligible; or</li> <li>• the last day of the period for which You made any required contributions.</li> </ul>
<b>FEATURES</b>	
<b>Living Benefits Option For You</b>	100% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.
<b>Waiver of Premium Benefit</b>	You may be able to continue Life insurance until age 65, without payment of premium, if You become Totally Disabled while insured under the Policy prior to age 60.
<b>Portability</b>	<p>You may be able to obtain life insurance under the Portability provision when insurance ends due to any of the following reasons:</p> <ul style="list-style-type: none"> <li>• the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 60 days; or</li> <li>• You do not satisfy any other eligibility condition described in the Certificate.</li> </ul> <p>Insurance under the Portability provision is available without providing Evidence of Good Health, subject to conditions described in Your Certificate.</p> <p>Dependent insurance under the Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to conditions described in Your Certificate.</p>
<b>Conversion</b>	If any of Your life insurance ends because You are no longer eligible, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to conditions described in Your Certificate.
<b>Premiums</b>	After You enroll, premiums will increase based on a 5-year age-band rate structure. Actual premium increases occur at the Policy anniversary date following the attained age change. For example, if Your birth date is February 1 and You will be turning 60 years old, Your premium will increase according to the rate schedule for the next age-band (ages 60-64) but not until the Policy anniversary date, which is May 25th of the year You are changing age bands.

<b>LIFE EXCLUSIONS</b>
We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.
If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.
<b>CLAIM ASSISTANCE</b>
If You need assistance with filing Your claim or an explanation of how Your claim was paid, contact:  United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 1-800-283-9591
<b>ADDITIONAL INFORMATION</b>
If any questions or problems arise regarding Your insurance, You may contact the Company at:  <b>1-800-283-9591</b>

Publication Date: March 6, 2009



## **Additional Services**

### **Financial Counseling**

FinancialPoint provides no-cost, objective financial planning guidance for you. FinancialPoint offers high-quality service including:

- A welcome kit containing a data gathering questionnaire, personal investment viewpoint questionnaire, and additional helpful resources, such as a glossary of financial terms
- A personalized financial planning report
- A year of 24/7 access to a financial planning hotline through a dedicated, toll-free number
- Assistance with topics such as retirement planning, taxes, loss of income, credit issues, and probate

The financial planning hotline is staffed by trained specialists. They don't sell financial products or receive commissions, so their guidance is completely objective. Callers can rest assured that they will receive the accurate information to help them navigate the maze of options available for personal finance.

### **Total Access Benefit Account**

Payment for life insurance benefits exceeding \$10,000 is automatically deposited into an interest bearing checking account for beneficiaries. This account provides easy access to death benefit proceeds, has no monthly service or maintenance fees, and regular statements are available.



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# **CERTIFICATE OF INSURANCE**

## **UNITED OF OMAHA LIFE INSURANCE COMPANY**

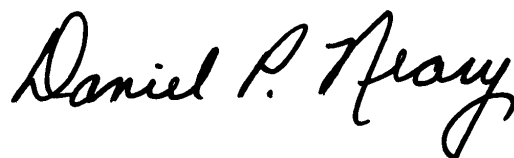
Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-ABU1 (policy) has been issued to State of Michigan (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you and your dependent(s) are eligible for the insurance, become insured and remain insured as described in this Certificate.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

**THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

## **SCHEDULE**

The amount of insurance for You and Your Dependents will be in accord with Your classification in this Schedule.

### **Classification(s)**

All Eligible Defined Benefit Retirees

### **Guarantee Issue Limit**

#### **Retirees age 75 and under**

For You: \$15,000

For Your Spouse: \$15,000

For Your Dependent Child: All Amounts

#### **Retirees age 76 and over**

For You: None

For Your Spouse: None

For Your Dependent Child: All Amounts

### **Applies to all**

**Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

### **Premiums**

The premium rates under the Policy are based upon whether or not You have used tobacco products during the twelve months prior to the effective date of insurance coverage under the Policy. Tobacco products include, but are not limited to, cigarettes, cigars, pipe smoking, and smokeless tobacco (e.g., chewing tobacco or tobacco powder-snuff).

The premium rates under the Policy for the Dependent Life Insurance Benefit are not based on tobacco usage.

After You enroll, premiums will increase based on a 5-year age-band rate structure. Actual premium increases occur at the Policy anniversary date following the attained age change. For example, if Your birth date is February 1 and You will be turning 60 years old, Your premium will increase according to the rate schedule for the next age-band (ages 60-64) but not until the Policy anniversary date, which is May 25th of the year You are changing age bands.

**Life Insurance Benefits  
For You**

You can be insured for an amount of life insurance of \$10,000, \$15,000, \$20,000, \$30,000, \$40,000 or \$50,000.

For the Amount of Insurance You elected, refer to Your Enrollment Form.

**NOTE:** The Amount of Life Insurance will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

**Living Benefits Option**

Amount of Living Benefits.....100% of the amount of life insurance  
in force on Your life.

**For Dependent Spouse**

Your lawful spouse can be insured for an amount of life insurance of \$5,000, \$7,500, \$10,000, \$15,000, \$20,000 or \$25,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.

For the Amount of Insurance elected for Your spouse, refer to Your Enrollment Form.

**For Dependent Children  
Birth to 19 years  
(25 years if a Full-time Student)**

Your dependent child can be insured for an amount of life insurance of \$2,000, \$4,000, \$6,000, \$8,000 or \$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit. This amount will cover all eligible dependents regardless of number of eligible children.

For the Amount of Insurance elected for Your dependent children, refer to Your Enrollment Form.

# RETIREE ELIGIBILITY

## Life Insurance Benefits

### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Certificate** means this Certificate of Insurance form and all Riders to this certificate.

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Evidence of Good Health** means proof, acceptable to Us, of the Retiree's good health. Unless otherwise stated in the Policy, such evidence is required when a Retiree:

- (a) applies for insurance more than 60 days after the date the Retiree becomes eligible; or
- (b) applies for insurance in excess of the Guarantee Issue Limit.

**Retiree** means a former employee of the State of Michigan who:

- (a) is receiving a defined benefit monthly pension from the State of Michigan;
- (b) is a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations; and
- (c) is not confined.

A Retiree will not be eligible if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician.

A surviving spouse who is collecting a pension on the behalf of a retiree is not eligible.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

### **When a Retiree Becomes Eligible for Coverage**

A Retiree who is a Retiree prior to May 25, 2009 will be eligible for insurance under this Policy on May 25, 2009.

A Retiree who retires on or after May 25, 2009 becomes eligible for insurance under this Policy on the day of retirement.



### **When Retiree Insurance Begins**

Retirees may elect an amount of insurance up to the Guarantee Issue Limit without providing Us Evidence of Good Health during the initial open enrollment.

This election is subject to the following conditions:

- (a) You must submit a written election to Us during the initial open enrollment;
- (b) insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of this Certificate.

### **Effective Date of Coverage for Retirees retired prior to May 25, 2009**

A Retiree age 75 or less electing an amount of insurance equal to or less than \$15,000 will become insured on May 25, 2009.

A Retiree age 75 or less electing an amount of insurance greater than \$15,000 or a Retiree age 76 or greater electing any amount of insurance will become insured on the first day of the month which coincides with or follows the day We approve Evidence of Good Health.

If coverage is applied for after the initial enrollment period, the Retiree will become insured on the first day of the month which coincides with or follows the day We approve Evidence of Good Health.

### **Effective Date of Coverage for Retirees retired on or after May 25, 2009**

A Retiree age 75 or less electing an amount of insurance equal to or less than \$15,000 will become insured on the first day of the month which coincides with or follows the day the Retiree becomes eligible.

A Retiree age 75 or less electing an amount of insurance greater than \$15,000 or a Retiree age 76 or greater electing any amount of insurance will become insured on the first day of the month which coincides with or follows the day We approve Evidence of Good Health.

If coverage is applied for after the initial enrollment period, the Retiree will become insured on the first day of the month which coincides with or follows the day We approve Evidence of Good Health.

### **Changes in the Amount of Your Insurance**

#### **Decrease in the Amount of Your Insurance**

Any decrease in the amount of insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

#### **Increase in the Amount of Your Insurance**

Any increase in the amount of Your insurance will take effect on the later of the first day of the month which coincides with or follows the day:

- (a) of the change; or
- (b) the first day of the month which coincides with or follows the day We approve Your Evidence of Good Health, if required by Us.

## **Exceptions to Changes in the Amount of Your Insurance**

### **Life Event (Family Status Change)**

Within 60 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 60 days from the date of the Life Event, We will also require Evidence of Good Health.

If You are age 75 or under, insurance may be increased to a maximum of \$15,000 without Evidence of Good Health. If Your benefit is increased to an amount greater than \$15,000, Evidence of Good Health is required.

If You are age 76 or older, insurance may be increased with Evidence of Good Health.

Any increased insurance amount will take effect on the first day of the month that coincides with or follows the date We approve Your written request.

**Life Event** means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child or acquire a stepchild;
- (c) Your spouse's life insurance under another employer's group plan ends;
- (d) Your spouse's employment is terminated; or
- (e) Your lawful spouse dies.

### **Annual Open Enrollment**

Under this provision, Retirees already enrolled may elect to increase their amount of insurance up to the Guarantee Issue Limit without providing Us Evidence of Good Health during an annual open enrollment. To be eligible for this election, You must be insured for life insurance under this Policy at the time of the request. This election cannot be made more than once a year and is subject to the following conditions:

- (a) You must submit a written election to Us during the annual open enrollment;
- (b) insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of this Certificate.

## **When Retiree Insurance Ends**

Retiree insurance will end on the earliest of:

- (a) the date the Policy terminates;
- (b) the date You are no longer eligible; or
- (c) the last day of the period for which required contributions were made.

Insurance under this Certificate cannot be reinstated once Retiree insurance ends.

### **Conversion Privilege**

See the Life Insurance Benefits For You provision for information about the Conversion Privilege. Premiums will be directly billed to You if You elect insurance under the Conversion Privilege.

### **Waiver of Premium Benefit**

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (c) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

### **Waiver of Premium Benefit Elimination Period**

The Waiver of Premium Benefit Elimination Period is a period of 9 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

### **Proof of Total Disability**

You must notify Us in writing of Total Disability within 12 months from the date You become Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 60 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

### **Death While Satisfying the Waiver of Premium Benefit Elimination Period**

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

### **When the Waiver of Premium Benefit Ends**

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 65.

You will have 60 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

### **Portability**

You may be able to obtain life insurance under this provision when insurance ends prior to age 99 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 60 days; or
- (b) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) You must submit a written request and submit the first premium to Us within 60 days after insurance ends;
- (b) You must not have an Injury or Sickness that has a material effect on life expectancy;
- (c) the amount of insurance may not exceed the lesser of:
  - (1) the amount of insurance previously in effect as a Retiree; or
  - (2) \$50,000; and
- (d) the amount of insurance under this Portability provision may not be increased.

**NOTE:** Premiums will be directly billed to You if You elect insurance under this Portability provision.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

### **Premium Rates for Portability**

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

## **When Portability Ends**

Insurance under this Portability provision will end on the earliest of the day:

- (a) You reach 99 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) Your insurance under the Policyholder's group plan is reinstated;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of 30 days or less).

## DEPENDENT ELIGIBILITY

### Life Insurance Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Certificate** means this Certificate of Insurance form and all Riders to this certificate.

**Dependent** means, as indicated by evidence acceptable to Us, a person who is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with You in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone insured under this Policy as a Retiree;
- (b) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of 30 days or less);
- (c) a child who has attained the Limiting Age defined in this Certificate;
- (d) anyone who is not a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (e) Your divorced or legally separated spouse;
- (f) Your married child(ren);
- (g) Your child if the child has been legally adopted by another person; or
- (h) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Evidence of Good Health** means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

- (a) You apply for Dependent coverage after the 60-day limit described within the When Dependent Insurance Begins provision; or
- (b) You apply for Dependent coverage in excess of the Guarantee Issue Limit.

**Full-Time Student** means an insured Dependent child who is attending an accredited high school, trade school, college, university or other institution of learning and is enrolled for a minimum of 12 course credit hours per semester as indicated by evidence acceptable to Us. If the accredited institution of learning establishes full-time status in any other manner, We reserve the right to determine whether the student is an eligible Dependent.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

**Limiting Age** means a child's 19th birthday or 25th birthday if the child is a Full-Time Student.

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

### **When a Dependent Becomes Eligible**

When both You and Your lawful spouse are eligible for insurance under this Policy as a Retiree, You may each enroll either as a Retiree or the Dependent of a Retiree, but not both.

When both You and Your lawful spouse are eligible for insurance under this Policy as Retirees, only one of You may insure Your child or children under this Policy.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is born while You are insured under this Policy becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

### **When Dependent Insurance Begins**

You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to Us within 60 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is a Totally Disabled Dependent on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect from birth.

**Totally Disabled Dependent**, as used in this provision, means that, as a result of an Injury, a Sickness or a disorder, Your Dependent:

- (a) is confined in a Hospital or similar institution;
- (b) is unable to perform two or more Activities of Daily Living (ADLs) because of a physical or mental incapacity resulting from an Injury or a Sickness;
- (c) is cognitively impaired; or
- (d) has a life threatening condition.

**Activities of Daily Living** mean:

- (a) Bathing - the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.
- (b) Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- (c) Toileting - the ability to get to and from and on and off the toilet; to maintain a reasonable level of personal hygiene, and to care for clothing.
- (d) Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- (e) Continence - the ability to either:
  - (1) voluntarily control bowel and bladder function; or
  - (2) if incontinent, be able to maintain a reasonable level of personal hygiene.
- (f) Eating - the ability to get nourishment into the body.

An eligible Dependent will be insured on the latest of the day

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 60 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.



## **Changes in the Amount of Your Dependent's Insurance**

### **Decrease in the Amount of Your Dependent's Insurance**

Any decrease in the amount of Dependent insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

### **Increase in the Amount of Your Dependent's Insurance**

Any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day We approve Evidence of Good Health, if required.

## **Exceptions to When the Amount of Dependent Insurance Changes**

### **Life Event (Family Status Change)**

Within 60 days of a Life Event, You must submit a written request to Us to change the amount of Dependent insurance. Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. We will also require Evidence of Good Health if You do not submit Your written request within 60 days after the Life Event.

If You make a written request to begin Dependent insurance under the Policy within 60 days after a Life Event, insurance for Your Dependent will begin on the first day of the month that coincides with or follows the day We receive Your written request, provided You are Actively Employed on that date and subject to the When Dependent Insurance Begins provision of this Certificate.

If Your written request for Dependent insurance is received more than 60 days after a Life Event, We will require Evidence of Good Health be submitted for the Dependent and if such evidence is acceptable to Us, the Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

If You make a written request to end Dependent insurance under the Policy within 60 days after a Life Event, Dependent insurance will end in accordance with the When Insurance for a Dependent Child Ends and When Insurance for a Dependent Spouse Ends provisions of this Certificate.

### **Life Event means:**

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child, or acquire a stepchild;
- (c) Your lawful spouse's life insurance under a group plan sponsored by an employer other than the Policyholder ends because the spouse's employment is terminated; or
- (d) Your lawful spouse dies.

### **Reinstatement of Dependent Insurance**

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the request for reinstatement.

### **When Insurance for a Dependent Spouse Ends**

Your Dependent spouse's coverage under the Policy ends on the earliest of:

- (a) the date the Policy terminates;
- (b) the date of Your death;
- (c) the date Your coverage ends;
- (d) the date Your Dependent ceases to be eligible;
- (e) the date of divorce or annulment; or
- (f) the last day of the period for which You made any required contributions.

### **When Insurance for a Dependent Child Ends**

Your Dependent child's coverage under the Policy ends on the earliest of:

- (g) the date the Policy terminates;
- (h) the date of Your death;
- (i) the date Your coverage ends;
- (j) the date Your Dependent ceases to be eligible; or
- (k) the last day of the period for which You made any required contributions.

### **Exceptions to When Dependent Insurance Ends**

#### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child became incapacitated prior to attaining the Limiting Age under this Policy, as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

## **Portability**

When You elect life insurance under the Portability provision in this Certificate, You may also elect to continue life insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to the following conditions:

- (a) You must submit a written request and submit the first premium to Us within 60 days after Dependent insurance ends;
- (b) Your eligible Dependent must not have an Injury or Sickness that has a material effect on life expectancy;
- (c) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on the day Dependent insurance ends; or
  - (2) \$25,000; and
- (d) the amount of Dependent insurance under this Portability provision cannot be increased.

**NOTE:** Premiums will be directly billed to You if You elect insurance under this Portability provision.

If You elect insurance for Your eligible Dependent under this Portability provision, Your Dependents will not be eligible to obtain insurance under the Conversion Privilege provision in this Certificate.

## **Premium Rates for Portability**

Premium rates will change as a spouse enters a higher age category. Premium rates do not change based on the age of a child insured under this Portability provision. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

**When Portability Ends**

A Dependent's insurance under this Portability provision will end on the earliest of the day:

- (a) Your child reaches the Limiting Age or is no longer Incapacitated;
- (b) Your child marries;
- (c) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of 30 days or less); or
- (d) any premium contribution for Dependent insurance is due and unpaid.

**Conversion Privilege**

See the Life Insurance Benefits For Your Dependents provision for information about the Conversion Privilege. Premiums will be directly billed to You if insurance is elected under the Conversion Privilege.

# **LIFE INSURANCE BENEFITS**

## **For You**

### **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

### **Mode of Payment**

We will pay benefits in a lump sum.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

### **Conversion Privilege**

If any of Your life insurance ends because You are no longer eligible, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of Our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.
- (c) The premium for Your conversion policy will be at Our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 60 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 60 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$3,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 60 days.

If You die within the 60-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, Evidence of Good Health acceptable to Us.

**LIFE INSURANCE BENEFITS**  
**For You - LIVING BENEFITS OPTION**  
**(ACCELERATED BENEFITS)**

**Definition**

**Terminal Condition** means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

**Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

**Conditions**

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Waiver of Premium Benefit** provision.

**Exceptions**

This **Living Benefits** provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;

- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.

**NOTE:** Benefits paid under this provision may be taxable. If so, You may incur a tax obligation. As with all tax matters, You should consult a personal tax advisor to assess the impact of this benefit.



## **LIFE INSURANCE BENEFITS**

### **For Your Dependents**

#### **Benefits**

If a Dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be payable to You, if You are living. If You are not living, the following will apply.

1. If Your spouse dies, benefits will be paid to Your spouse's estate.
2. If a child dies, benefits will be paid to Your spouse, if Your spouse is living. If Your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

#### **Facility of Payment**

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in Our opinion, have assumed custody and principal support of the minor.

#### **Conversion Privilege**

If Your Dependent's Life Insurance ends:

- (a) because of Your death;
- (b) under circumstances where You have the right of conversion; or
- (c) because Your life insurance is being continued under the **Waiver of Premium Benefit** provision (if provided in this policy);

Your Dependent may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to Your Dependent is subject to the following.

1. Your Dependent may apply for any of Our individual life insurance policies except term insurance. Your Dependent may not apply for supplemental coverage.
2. Your Dependent may apply for an amount which is not more than the amount of terminated life insurance.
3. The premium for the conversion policy will be at Our standard rate for that type of policy, according to:
  - (a) Your Dependent's class of risk; and
  - (b) Your Dependent's age on the date the conversion policy takes effect.

4. Your Dependent must submit a written application and the first conversion premium to Us within 60 days after his or her life insurance ends.

If we issue Your Dependent a conversion policy and Your Dependent again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) Your Dependent terminates the conversion policy; or
- (b) Your Dependent submits at his or her own expense, Evidence of Good Health acceptable to Us.

#### **Extended Insurance**

If a Dependent dies within 60 days from the day Dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the Dependent was last insured.

If a conversion policy has been issued to the deceased Dependent, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to Us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

## **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-ABU1.

This rider is effective the later of May 25, 2009, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

### **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

## **PAYMENT OF CLAIMS**

### **How to File Claims**

Before benefits are paid, We must be given a written proof of loss, as described below. Upon Your death, Your beneficiary or someone else must give Us the proof.

### **Proof of Loss Requirements**

1. First, a claim form is to be requested from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If We do not send the form within 15 days, the proof of loss requirement can be met by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, the claim form must be completed and signed.
3. The claim form or written statement should be sent to Us within 90 days after the loss occurs; or as soon as reasonably possible.

### **When Claims are Paid**

Policy benefits will be paid in accord with the Life Insurance Benefits provision as soon as We receive acceptable proof of loss.

## **STANDARD PROVISIONS**

### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for You or Your Dependents.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any Insured Person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

### **Applications**

We may use misstatements or omissions in the application of an Insured Person to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if You or Your Dependent are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

### **Legal Actions**

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

## **LIFE CLAIM REVIEW PROCEDURES**

### **DEFINITIONS**

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person’s eligibility to participate in a plan.

A document, record, or other information will be considered “**Relevant**” to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

### **INITIAL CLAIM DECISION**

Initial Claim Decision. We will make a claim decision regarding a life claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

### **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy’s appeal procedures, including the time limits for such procedures.

## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## **APPEAL DECISION**

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Insured Person** means You and/or Your Dependents who are insured under the Policy.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

**Our, We, Us** means the Company shown on Your Certificate of Insurance.

**Rider** means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

**Sickness** means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

**You, Your** means an employee or member who is insured under the Policy.





Group Policy Number GVTI-ABU1



**Mutual of Omaha**

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